

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**MOTION OF WELLS FARGO BANK, N.A. FOR RELIEF FROM THE AUTOMATIC  
STAY ON FIRST MORTGAGE FOR REAL PROPERTY LOCATED AT 233-235N 65TH  
ST, PHILADELPHIA, PA 19139 AKA 233-35 N 65TH ST, PHILADELPHIA, PA 19139  
WITH 30-DAY WAIVER**

Wells Fargo Bank, N.A. ("Creditor"), by and through the undersigned counsel, moves the Court pursuant to 11 U.S.C. § 362(d) for an Order granting relief from the automatic stay on the real property located at 233-235N 65th St, Philadelphia, PA 19139 aka 233-35 N 65th St, Philadelphia, PA 19139 ("Property"). In support of its motion, Creditor states the following:

1. Stephanie Barnes (“Debtor”) filed a petition for relief under Chapter 13 of the Bankruptcy Code on January 30, 2024 (the "Petition Date").
2. On August 10, 2007, Debtor executed a Note in the original amount of \$198,850.00 (the "Note"). A copy of the Note is attached hereto as Exhibit A.
3. To secure the Note, a Mortgage (the “Mortgage”) was given August 10, 2007, and recorded September 17, 2007. A copy of the Mortgage is attached as Exhibit B,

evidencing perfection of Creditor's security interest in the Property which is more particularly described in the Mortgage.

4. The terms of the Debt Agreement were amended by a loan modification agreement entered into by and between Wells Fargo Bank, N.A. and Debtor(s) dated December 24, 2009 (the "Loan Modification Agreement"). A copy of which is attached as Exhibit C.
5. The terms of the Debt Agreement were amended by a loan modification agreement entered into by and between Wells Fargo Bank, N.A. and Debtor(s) dated January 26, 2010 (the "Loan Modification Agreement"). A copy of which is attached as Exhibit D.
6. The terms of the Debt Agreement were amended by a loan modification agreement entered into by and between Wells Fargo Bank, N.A. and Debtor(s) dated August 7, 2013 (the "Loan Modification Agreement"). A copy of which is attached as Exhibit E.
7. Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly or through an agent, has possession of the promissory note. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust.
8. There are other liens against the property as listed in Debtor's Schedule D.
9. As of May 26, 2025, the total outstanding amount due on the Note is \$193,983.85 which consists of:

Principal	\$175,889.11
Interest	\$8,164.94
Escrow Advance	\$14,060.82
Late Charges	\$0.00
Other Fees	\$765.00
Contractual Suspense funds	\$(4,896.02)

10. Creditor seeks relief from the automatic stay pursuant to 11 USC § 362(d) to proceed under applicable non-bankruptcy law to enforce its remedies and to take any and all

actions necessary to accelerate the balance due on the Note, to foreclose the Mortgage in accordance with state law, to apply the net proceeds to the obligation, and to otherwise exercise its contractual and state law rights as to the Property.

11. Creditor is entitled to relief from the automatic stay for the following reason(s):
  - a. Creditor is not adequately protected per 11 USC § 362(d)(1) based upon Debtor's post-petition default.
  - b. Debtor is in default post-petition. Debtor has failed to make full post-petition payments for the past 3 months as of May 26, 2025 and is in default in the amount of \$6,930.22. This amount is broken down as follows:

<b><u>Post-Petition Payments Delinquent to Creditor</u></b>		
<b>Date Range</b>	<b>Amount</b>	<b>Total</b>
March 1, 2025 to May 1, 2025	\$2,951.33	\$8,853.99
Post-Petition Suspense: \$(1,923.77)		
Total: \$6,930.22		

12. Creditor requests that the Court order that Rule 4001(a)(4) is not applicable.
13. Creditor further requests that further compliance with Fed.R.Bankr.P. 3002.1 be waived as to creditor in the instant bankruptcy case upon entry of an Order granting relief from the automatic stay.

WHEREFORE, Creditor prays for the entry of an Order Granting Relief from the Automatic Stay.

Respectfully submitted,

/s/ Adam B. Hall

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## **CERTIFICATE OF SERVICE**

I certify that on the date of filing, a copy of the foregoing Motion of Wells Fargo Bank, N.A. for Relief from the Automatic Stay on First Mortgage for Real Property located at 233-235N 65th St, Philadelphia, PA 19139 aka 233-35 N 65th St, Philadelphia, PA 19139 with 30-day waiver was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System:

Office of U.S. Trustee, Party of Interest, (Registered address)@usdoj.gov

KENNETH E. WEST, Office of the Chapter 13 Standing Trustee,  
ecfemails@ph13trustee.com

BRAD J. SADEK, Attorney for Stephanie Barnes, brad@sadeklaw.com

I certify that on the date of filing, a copy of the foregoing document was sent by U.S.

Mail to the following:

Stephanie Barnes, 164 West Albemarle Avenue, Lansdowne, PA 19050

US Department of HUD, Financial Operations Center, 52 Corporate Circle, Albany, NY 12203

*/s/ Adam B. Hall*

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